

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD

RECORDATION REQUIRED BY:
County of Hawaii Planning Department

88-169373

1988 NOV 22 PM 2:05
22588 / 387
LIBER/PO
ARCHIE K. VIELA, REGISTRAR

AFTER RECORDATION, RETURN TO:
County of Hawaii Planning Department
25 Aupuni Street
Hilo, HI 96720

RETURN BY: MAIL

on Page _____ 5-5-0151

CANCELLATION OF AGREEMENT

THIS AGREEMENT made and executed this 10th day of November,
1988, by and between William R. Graham, herein called the
"First Party," whose mailing address is Monroe Wollard, Frances Wollard
P.O. Box 13 Hawi, Hawaii 96719,
and the COUNTY OF HAWAII, herein called the "Second Party,"

W I T N E S S E T H

WHEREAS, on April 8, 1977, an agreement was entered
into by and between the First Party and the Second Party whereby the
First Party was authorized to construct single farm dwelling unit
located
on the property described as Tax Map Key 5-5-01:51
and zoned A-20a by the Second Party and
classified Agriculture by the State Land Use
Commission; and

WHEREAS, the agreement to construct single family farm dwelling
unit dated April 8, 1977

contained six (6) conditions; and

WHEREAS, the agreement stated that Owner assures the County that
single family farm
said dwelling unit will be used for single family use unless
otherwise permitted by the County; and

WHEREAS, the first party has modified single family farm dwelling
unit into single family ohana dwelling unit via permit no. OD 88-207
dated November 2, 1988

NOW, THEREFORE, in consideration of the above recitals and the
conditions and covenants contained therein, the parties agree as
follows:

The County agrees that the agreement dated April 8, 1977,
recorded at the State of Hawaii Bureau of Conveyances on page 572
liber 12188, between the First Party and the Second Party is no
longer applicable and that the agreement is hereby declared null and
void.

The First Party agrees that he will do whatever is necessary in
order that the agreement dated April 8, 1977, no longer
constitutes a covenant or encumbrance running with the land as it
relates to Tax Map Key 5-5-01:51.

The First Party will pay for all of the necessary costs and expenditures to accomplish such purposes.

IT IS MUTUALLY AGREED BY AND BETWEEN the parties that if any additional documents are necessary that they will execute same in order that the agreement dated April 8, 1977, no longer constitutes an encumbrance on Tax Map Key 5-5-01:51.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

William R. Mahan
x W. Doll
x Frances Woodland
FIRST PARTY

COUNTY OF HAWAII
PLANNING DEPARTMENT

By: _____
SECOND PARTY

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 10th day of November, 1988,

William Graham

before me personally appeared Monroe and Frances Woodard, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Catherine J. Kelly
NOTARY PUBLIC, State of Hawaii

My commission expires: 12-15-91

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this _____ day of _____, 19____, before

me personally appeared _____, to me personally known, who, being by me duly sworn, did say that _____ is the _____ of the Planning Department of the County of Hawaii; and that the Planning Department of the County of Hawaii has no corporate seal; and that the instrument was signed on behalf of the Planning Department of the County of Hawaii, a governmental agency,

and said _____, acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

NOTARY PUBLIC, State of Hawaii

My commission expires: _____

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
OFFICE OF

BUREAU OF CONVEYANCES

Received for record this MAY 10 1977
day of 10:57 at Hilo, HI
Recorded at 12188
on Pages 575

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO: PLANNING DEPARTMENT

County of Hawaii
25 Aupuni Street

RETURN BY: Mail () Pickup Hilo, Hawaii 96720

FARM DWELLING AGREEMENT

WHEREAS, William R. Graham, MONROE WOOLLARD, & FRANCES WOOLLARD

whose residence address is 225 Kapiolani Street Hilo, HI 96720

_____ , desires to enter into an agreement with the Planning Department of the County of Hawaii.

NOW, THEREFORE, IT IS HEREBY AGREED that the undersigned may construct an additional single-family farm dwelling unit located on property legally described as follows:

TMK 5-5-01:51
containing a land area of 9.45 acres
Kaauhuhu-Kahei Homesteads
North Kohala, Hawaii

and zoned A20a
by the County of Hawaii and classified Agriculture by the State Land Use Commission.

IT IS HEREBY ACKNOWLEDGED that the undersigned ^{ARE} ~~is~~ the part owners _____ of the property above described. 4 NP

IT IS HEREBY FURTHER AGREED that this approval is given subject to the following conditions:

1. Said dwelling shall be used to provide shelter to only person(s) conducting substantial agricultural activity on the subject land. An agricultural activity is considered substantial only if it provides a major source of income to the person(s) occupying the dwelling; and
2. Said and existing dwellings shall not be rented, leased, and/or sold to any person(s) not engaging in substantial agricultural activity on the subject land; and

3. That the Owner shall grant to the Planning Department the right-of-entry at the Planning Department's convenience to periodically inspect the premises to assure compliance with provisions of this agreement; and

4. That this agreement shall run with the land and apply to all persons who may or in the future use or occupy the dwelling above described; and

5. All of the provisions of these conditions shall be recorded with the State of Hawaii Bureau of Conveyances. A copy of the recordation shall be forwarded to the Planning Department, County of Hawaii, no later than six (6) months from the date of approval of the building permit for the said dwelling; and

6. Failure of Owner to abide by this agreement shall result in the immediate removal of the said farm dwelling

by the Owner at Owner's expense upon demand by County.

Upon Owner's failure to remove said second farm dwelling within one month after demand is made by the County, the parties agree that this agreement will be a nullity and the County may treat said second farm dwelling as a violation of the ordinances then in existence. The parties further agree that the enforcement provision of this agreement shall be binding on all heirs, devisees and assigns.

IT IS HEREBY FURTHER AGREED that if this agreement is with a lessee, the legal owner shall be a party to this agreement.

IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State and County laws and rules and regulations change to authorize said dwelling, upon request of the undersigned, this agreement may be reconsidered for possible amendment and/or severance.

IN CONSIDERATION OF THE AFORESAID, the Planning Department, County of Hawaii, hereby approves this agreement as being in conformity with

Section 2.14 of the State Land Use District Regulations and Chapter 205, Hawaii Revised Statutes, as amended, relative to permitted uses within the Agricultural District.

IN WITNESS WHEREOF, the said William R. Graham, Monroe Woodard & Frances Woodard has/have caused this instrument to be executed on the 8th day of April, 1977.

William R Graham
Monroe Woodard
Frances D Woodard

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 8th day of April, 1977, before me personally appeared William R. Graham, Monroe Woodard, Frances Woodard to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same, by signing, and delivering the same, as their free act and deed.

Clara L. Jung
Notary Public, Third Judicial
Circuit, State of Hawaii

My commission expires: 5/26/80

ACCEPTED:

Sidney M. Aue

Planning Director
County of Hawaii
Date: MAY 5 1977

APPROVED AS TO FORM AND LEGALITY:

E. L. G. Beis

King Corporation Counsel
County of Hawaii
Date: 4/29/77